

EXHIBIT F

SALE ORDER

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

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In re:	:	CHAPTER 11
	:	
NEXTWAVE PERSONAL	:	CASE NO. 98-B 21529(ASH)
COMMUNICATIONS INC. <i>et al</i>	:	
	:	
Debtors.	:	JOINTLY ADMINISTERED
	:	
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**ORDER UNDER 11 U.S.C. §§ 105, 363 AND 1146(c)
OF THE BANKRUPTCY CODE AND FEDERAL RULES
OF BANKRUPTCY PROCEDURE 2002, 6004 AND 9019
(A) APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT
FOR THE SALE OF THE DEBTORS' RIGHTS AND INTERESTS
IN CERTAIN DESIGNATED LICENSES; (B) AUTHORIZING THE SALE FREE AND
CLEAR OF ALL LIENS, CLAIMS AND ENCUMBRANCES, SUBJECT
ONLY TO FCC REGULATORY REVIEW AND APPROVAL AND
HSR APPROVAL; (C) AUTHORIZING DEBTORS TO SATISFY
CERTAIN SECURED INDEBTEDNESS RELATED TO SUCH LICENSES;
AND (D) APPROVING SETTLEMENT AND RELEASES BETWEEN
THE DEBTORS AND THE FCC WITH RESPECT TO CLAIMS
RELATED TO SUCH DESIGNATED LICENSES**

Upon the motion (the "Motion") of NextWave Telecom Inc., NextWave Personal Communications Inc., NextWave Partners Inc. and NextWave Power Partners Inc. (collectively, the "Debtors"), debtors and debtors in possession in the above-captioned bankruptcy cases, pursuant to 11 U.S.C. §§ 105, 363 and 1146(c) and Rules 2002, 6004 and 9019 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), for, among other things, (A) an initial order approving, among other things (i) proposed bidding procedures (the "Bidding Procedures") for submission of higher and better offers or competing proposals for the sale of the Debtors'

Rights and Interests (as defined below) in certain Designated Licenses (as defined below), (ii) certain bid protections, including payment of a break-up fee (the "Breakup Fee") and expense reimbursement in the event a higher and better offer or competing proposal is approved and consummated, (iii) the sale as contingent upon approval by this Court of the FCC Term Sheet (as defined below) without modification; and (iv) the form of notice and setting hearing and related deadlines with respect to sale and settlement; and (B) an order (the "Sale Order"), among other things, (i) approving the terms and conditions of the agreement for the sale of the Rights and Interests in certain Designated Licenses; (ii) authorizing the sale free and clear of all liens, claims, and Encumbrances (as defined in the Purchase Agreement, which is defined below), subject only to (x) the FCC's regulatory powers and process with respect to transfer and disposition of the license assignment applications, including any related requests for relief under 47 C.F.R. §§ 24.714 and 1.2111, and any other applicable FCC rules and regulations ("FCC Regulatory Review and Approval"), (y) if FCC Regulatory Review and Approval is granted, payment by the Purchaser of the FCC Direct Payment (as defined in the FCC Term Sheet, as defined below), and (z) approval pursuant to the Hart-Scott Rodino Act (the "HSR Approval"), and exempt under 11 U.S.C. § 1146(c) from any stamp, transfer, sales, recording or similar tax; (iii) authorizing the Debtors to satisfy certain secured indebtedness related to such Designated Licenses, and (iv) approving settlement and releases between the Debtors and the FCC with respect to claims related to such Designated Licenses; and Debtors having entered into that certain Purchase Agreement with Cingular Wireless LLC (the "Proposed Purchaser") dated August __, 2003, a copy of which was annexed to the Motion as Exhibit A and is hereby incorporated by reference (the "Purchase Agreement") for the sale of the Rights and Interests in certain licenses (the "Designated Licenses") to the Proposed Purchaser or any other higher or

better offer selected in accordance with the Purchase Agreement, the Bidding Procedures and subject to approval by this Court (the "Winning Bid") (such sale to the Proposed Purchaser or the party with the Winning Bid, the "Sale"); and Debtors having entered into that certain term sheet with the Federal Communications Commission (the "FCC"), the United States Department of Justice (the "DOJ"), BFD Communications Partners, L.P., a Cayman Islands limited partnership and administrative agent and lender under the Debtors' debtor-in-possession financing (the "DIP Lender"), and the Official Committee of Unsecured Creditors (the "Committee") regarding the section 363 sale of rights and interests in certain licenses as of August __, 2003, a copy of which was annexed to the Motion as Exhibit __ and is hereby incorporated by reference (the "FCC Term Sheet"); and this Court having entered an order on August 21, 2003 (the "Bidding Procedures Order"), approving, among other things, the proposed Bidding Procedures, the Breakup Fee and the notice of Sale, and an auction (the "Auction") having been commenced on September __, 2003 in accordance with the Bidding Procedures; and the Debtors having determined that Cingular Wireless LLC (the "Purchaser") submitted the Winning Bid at the Auction for the Rights and Interests in the Designated Licenses; and a hearing having been held on September __, 2003 (the "Sale Hearing"); and adequate and sufficient notice of the Bidding Procedures, the Purchase Agreement, the FCC Term Sheet and all transactions contemplated thereunder and in this Sale Order having been given to all parties in interest in these cases and as required by the Bidding Procedures Order; and all interested parties having been afforded an opportunity to be heard with respect to the Motion and all relief related thereto; and the Court having reviewed and considered: (i) the Motion, (ii) the objections thereto, if any, and (iii) the arguments of counsel made, and the evidence proffered or adduced, at the Sale Hearing; and

after due deliberation thereon; and good and sufficient cause appearing therefor, this Court hereby

FINDS, DETERMINES AND CONCLUDES THAT:

1. This Court has jurisdiction to hear and determine the Motion pursuant to 28 U.S.C. §§ 157 and 1334, and this matter is a core proceeding under 28 U.S.C. § 157(b)(2)(A). Venue of these cases and the Motion in this District is proper under 28 U.S.C. §§ 1408 and 1409.

2. The statutory predicates for relief requested in the Motion are sections 105, 363 and 1146(c) of the United States Bankruptcy Code, 11 U.S.C. §§ 101-1330 (as amended, the “Bankruptcy Code”), and Bankruptcy Rules 2002, 6004 and 9019.

3. Proper, timely, adequate and sufficient notice of the Motion and the Sale Hearing has been provided in accordance with (i) section 102(1) of the Bankruptcy Code, and (ii) Bankruptcy Rules 2002, 6004 and 9019.

4. As evidenced by the affidavits of service and publication filed with this Court, and based on the representations of counsel at the Sale Hearing: (i) due, proper, adequate and sufficient notice of the Motion, the Auction (including the opportunity to submit higher and better offers for the Rights and Interests in such licenses in connection therewith), the Sale Hearing, the Sale and the transactions contemplated thereby, has been provided in accordance with sections 102(1), 105, 363 and 1146(c) of the Bankruptcy Code, Bankruptcy Rules 2002, 6004 and 9019, and all other provisions of the Bankruptcy Rules and/or the Local Rules of the United States Bankruptcy Court for the Southern District of New York (the “Local Rules”) governing the transactions that are the subject of the Motion, and in compliance with the Bidding Procedures, the Purchase Agreement and the Bidding Procedures Order; (ii) such notice was good, sufficient and appropriate under the circumstances; and (iii) no other or further notice of

the Motion, the Sale Hearing or the Sale or the transactions contemplated thereby, is or shall be required.

5. A reasonable opportunity to object and to be heard with respect to the Motion and the relief requested therein has been afforded to all parties in interest, including the following: (i) the Office of the United States Trustee; (ii) the Committee; (iii) counsel to the lenders under the Debtors' debtor-in-possession credit facility; (iv) all entities (as used throughout this Sale Order, such term shall have the meaning set forth in section 101(15) of the Bankruptcy Code) known by the Debtors to have expressed an interest in acquiring some or all of the Rights and Interests in the Designated Licenses; (v) all of the Debtors' creditors, equity and other interest holders of record; (vi) all entities known by the Debtors to have asserted any lien in or upon any of the Debtors' assets; (vii) the taxing authorities for those jurisdictions in which the Debtors conducted business; (viii) all non-debtor parties to the Debtors' executory contracts and unexpired leases; and (ix) all other parties that had filed a notice of appearance and demand for service of papers in these bankruptcy cases under Bankruptcy Rule 2002 as of the date of the Motion.

6. Each of the Debtors possesses all rights and interests under the Communications Act (as defined in paragraph 19 below) (the "Rights and Interests"), that are necessary to hold and control the Designated Licenses and operate commercial mobile radio service systems.

7. Each of the Debtors has full corporate power and authority to execute the Purchase Agreement and all other documents contemplated thereby, and the Sale of the Rights and Interests in such licenses pursuant to the Purchase Agreement has been duly and validly authorized by all necessary corporate action of the Debtors. Each of the Debtors has all of the corporate power and authority necessary to consummate the transactions contemplated by the Purchase Agreement and no consents or approvals, other than approval of this Court, this Sale Order, FCC Regulatory

Review and Approval and HSR Approval, and those other approvals expressly provided in the Purchase Agreement, are required by the Debtors to consummate the transactions contemplated therein.

8. Each of the Debtors has full corporate power and authority to execute the FCC Term Sheet and all other documents contemplated thereby, and the Debtors' satisfaction of certain secured indebtedness related to the Designated Licenses and the granting of certain mutual and limited releases pursuant to the FCC Term Sheet has been duly and validly authorized by all necessary corporate action of the Debtors. Each of the Debtors has all of the corporate power and authority necessary to consummate the transactions, settlements and releases contemplated by the FCC Term Sheet, and no consents or approvals, other than approval of this Court, this Sale Order, and those expressly provided in the FCC Term Sheet, are required by Debtors to consummate the transactions, settlements and releases contemplated therein.

9. None of the Debtors is, nor after consummation of the transactions contemplated by the Purchase Agreement will be, an investment company, unit investment trust or face-amount certificate company under the Investment Company Act of 1940, as amended, or subject to regulation under such Act, or controlled by an investment company, unit investment trust or face-amount certificate company under such Act

10. All applicable requirements of section 363(f) of the Bankruptcy Code have been satisfied, and accordingly, the Debtors may sell the Rights and Interests in the Designated Licenses pursuant to section 363(f), subject to (a) the provisions of the Purchase Agreement, (b) FCC Regulatory Review and Approval, (c) payment by the Purchaser of the FCC Direct Payment, and (d) HSR Approval, free and clear of all Encumbrances, with such Encumbrances (other than those Encumbrances asserted by the DIP Lender or by the lenders under any

replacement debtor-in-possession credit facility approved by the Bankruptcy Court (the "Replacement DIP Lenders") and the FCC, which are to be satisfied in full, (a) in the case of the FCC, upon FCC Regulatory Review and Approval being granted and payment by the Purchaser of the FCC Direct Payment, and (b) in the case of the DIP Lenders or the Replacement DIP Lenders, from the Sale proceeds), if any, to be transferred and attached to the net proceeds obtained for the Designated Licenses with the same validity, priority and effect such Encumbrances had upon the Designated Licenses immediately prior to their sale, subject to further order of the Court.

11. The Debtors have demonstrated both: (a) good, sufficient and sound business purpose and justification; and (b) compelling circumstances for the Sale other than in the ordinary course of business, pursuant to section 363(b) of the Bankruptcy Code, in that, among other things: (i) the immediate consummation of the Sale to the Purchaser is necessary and appropriate to maximize the value of the Debtors' estates; and (ii) the Sale will provide the means for the Debtors to maximize distributions to creditors and facilitate the successful confirmation of a plan of reorganization.

12. Approval at this time of the Purchase Agreement and the FCC Term Sheet and the consummation of the transactions contemplated thereby is in the best interests of Debtors, their creditors, and their estates. The Sale pursuant to the Purchase Agreement and subject to FCC Regulatory Review and Approval is in the best interests of Debtors, their creditors, and their estates and does not amount to a sale of substantially all of the assets of any of the Debtors. Good and sufficient business justification for consummating the Sale pursuant to section 363(b) of the Bankruptcy Code has been established.

13. The terms and the conditions of the Purchase Agreement and the FCC Term Sheet are fair and reasonable. The Purchase Agreement represents the highest and best offer for the Sale, and the Purchase Price (as defined in the Purchase Agreement) is fair and reasonable and provides Debtors reasonably equivalent value for the Designated Licenses. Debtors determined to accept the Purchaser's offer to purchase the Designated Licenses following a marketing effort and the Auction.

14. The Sale has been pursued by Debtors in contemplation of their expected reorganization, and will facilitate Debtors' attempts to reorganize pursuant to chapter 11 of the Bankruptcy Code.

15. Each of the Purchase Agreement and the FCC Term Sheet and the mutual limited releases contained in the FCC Term Sheet was negotiated, proposed and entered into by the parties without collusion, in good faith, and from arms'-length bargaining positions.

16. The Purchaser is a buyer in good faith under section 363(m) of the Bankruptcy Code and, upon consummation of the Sale, is entitled to the protections afforded thereby. Neither Debtors nor the Purchaser has engaged in any conduct that would cause or permit the Purchase Agreement and the transactions contemplated thereby to be avoided under sections 363(m) or 363(n) of the Bankruptcy Code.

17. Upon FCC Regulatory Review and Approval being granted and payment by the Purchaser of the FCC Direct Payment, the transfers of the Designated Licenses pursuant to the Purchase Agreement (a) will be legal, valid and effective transfers of the Rights and Interests in the Designated Licenses to the Purchaser, and (b) will vest the Purchaser with the Rights and Interests in the Designated Licenses, free and clear of any and all Encumbrances under section 363(f) of the Bankruptcy Code

18. Pursuant to the Purchase Agreement, Purchaser shall not be required to close the transactions contemplated by the Purchase Agreement, including the payment of the FCC Direct Payment, unless the closing conditions of Article VII of the Purchase Agreement, including without limitation Section 7.3, have been fully and completely satisfied in Purchaser's sole discretion.

19. As indicated above, the Debtors and the FCC have reached resolution of the FCC's claims with respect to the Designated Licenses, the terms and conditions of which have been detailed in the FCC Term Sheet. As further set forth in the FCC Term Sheet, the resolution also requires that the FCC and the Debtors grant limited releases to each other from claims to the extent (and only to the extent) that such claims relate to the Designated Licenses. All other claims including claims in respect of the remaining, non-Designated Licenses held by the Debtors are outside the scope of the limited releases contained in the Agreement and are preserved and not released, subject to a *pro-rata* reduction to reflect the limited releases with respect to the proportionate value of the Designated Licenses. The proposed releases contemplate that the FCC will receive the FCC Direct Payment free and clear of all liens, claims and encumbrances of the Debtors or any of its creditors, equity or other interest holders and that the Debtors are similarly receiving the NextWave Proceeds (as defined in the FCC Term Sheet) free and clear of any claims, liens, rights or interests of the FCC, provided however that the FCC is not waiving its right to be heard on any matter in the Debtors' chapter 11 cases, including but not limited to the right to raise, appear and be heard on any proposed expenditure by the Debtors (including from the NextWave Proceeds) outside of the ordinary course of business, and any proceedings related to a proposed plan of reorganization. The forms of releases to be exchanged by the Debtors and the FCC are to be binding through this Sale Order on all of the Debtors'

creditors, equity and other interest holders as set forth in the FCC Term Sheet. Approval of the FCC Term Sheet, without modification, by this Court in this Sale Order is a precondition to the Sale. Further, even following entry of this Sale Order, the closing of the Sale is conditioned upon FCC Regulatory Review and Approval and payment by the Purchaser of the FCC Direct Payment, and in accordance with Section 3(b) of the FCC Term Sheet, the FCC has preserved its rights and powers to take any action pursuant to its regulatory authority over the Debtors as an FCC licensee, including without limitation the FCC's authority under the Communications Act of 1934, as amended, and the rules and regulations promulgated thereunder (the "Communications Act") and the FCC rules, regulations, policies and decisions, or with respect to any action or claim related to the Debtors' obligations regarding the provision of notice set forth in Section 3(a) of the FCC Term Sheet.

20. Bankruptcy Rule 9019(a) authorizes a court to approve a compromise or settlement when it is in the best interests of the estate. In re Ashford Motels, Ltd., 226 B.R. 797, 802 (Bankr. S D N.Y. 1998) *Fair and equitable settlements are to be encouraged, and thus should be approved unless they "fall below the lowest point in the range of reasonableness."* In re W.T. Grant Co., 699 F.2d 599, 608 (2d Cir. 1983), citing Newman v. Stein, 464 F.2d 689 (2d Cir. 1972); In re Ashford, 226 B.R. at 802.

21. The resolution articulated in the FCC Term Sheet satisfies these standards, and represents a fair and equitable settlement which enables the Debtors and the FCC to resolve a portion of the disputes between them without resorting to additional litigation. The Debtors have negotiated the proposed resolution in good faith and believe it falls within the "lowest range of reasonableness" of the results they could have obtained in litigation, which would have been time-consuming and expensive.

22. The Court has apprised itself of all facts necessary to form an informed and objective opinion regarding the probable outcomes should the various matters resolved by the FCC Term Sheet and the releases contained therein be litigated. In that regard, the Court has made an educated estimate of the complexity, expense, and likely duration of such litigation, the possible difficulties of collecting on any judgment which might be obtained, the possible effects such litigation may have on the ability of the Debtors to reorganize and the viability and value of their businesses, and all other factors that are relevant to a determination of whether the FCC Term Sheet and the releases contained therein constitutes a full and fair compromise. See Protective Committee for Independent Stockholders of TMT Trailer Ferry, Inc. v. Anderson, 390 U.S. 414, 424-25 (1968).

23. In assessing the compromise and settlement reflected by the FCC Term Sheet and the releases contained therein, the Court has reviewed the issues (in lieu of a trial or a mini-trial on the merits). In so doing, the Court has given weight to the informed judgment of the Debtors, the FCC, the DIP Lenders, and the Committee (and their respective advisors) that the compromise and settlement reflected by the FCC Term Sheet and the releases contained therein is fair and equitable, and considered the competency and experience of the counsel and financial advisors who support the FCC Term Sheet.

24. The consummation and implementation of the FCC Term Sheet, the terms and conditions of the FCC Term Sheet, and the mutual limited releases contained therein are an important and necessary component of, and in furtherance of, the Debtors' reorganization and ultimate plan of reorganization or other distribution to the Debtors' creditors, and the parties would not have been able to reach a settlement without agreement on the granting of the releases. The settlement embodied in the FCC Term Sheet and the releases provided therein are a material

benefit to the Debtors', their estates, and their creditors, equity and other interest holders. Accordingly, the FCC Term Sheet and the releases contained therein are in the best interest of the Debtors', their estates, and their creditors, equity and other interest holders.

25. Accordingly, the proposed resolution of the claims between the FCC and the Debtors with respect to the Designated Licenses as detailed in the FCC Term Sheet, is fair and equitable and is in the best interest of their estates and is hereby approved.

26. All of the provisions of this Sale Order, the Purchase Agreement and the FCC Term Sheet are nonseverable.

27. The relief requested in the Motion, including approval of the Purchase Agreement and the FCC Term Sheet, is in the best interests of the Debtors, their creditors, and their estates.

NOW THEREFORE, IT IS HEREBY

ORDERED that the Motion is granted in its entirety; and it is further

ORDERED that all objections, if any, to the Motion or the relief requested therein that have not been withdrawn, waived, or settled, and all reservations of rights included therein, are overruled on the merits; and it is further

Approval of the Purchase Agreement and the Sale

ORDERED that the Purchase Agreement, and all of the terms, conditions and transactions contemplated by the Purchase Agreement with the Purchaser are hereby approved in all respects, subject to FCC Regulatory Review and Approval, and the transactions contemplated thereby are hereby approved in all respects and authorized under section 363(b) of the Bankruptcy Code, subject to FCC Regulatory Review and Approval; and it is further

ORDERED that, pursuant to section 363(b) of the Bankruptcy Code, each of the Debtors is hereby authorized and directed (subject to applicable closing conditions) (i) to perform under,

consummate and implement the Purchase Agreement, together with all additional instruments and documents that may be reasonably necessary or desirable to consummate the Sale and related transactions, (ii) to take all further actions as may be reasonably necessary or desirable to implement the Purchase Agreement, and (iii) to take all further actions as may be reasonably requested by the Purchaser for the purpose of selling, assigning, transferring, granting, conveying and conferring to the Purchaser, or reducing to possession, any or all of the Rights and Interests in the Designated Licenses free and clear of any and all Encumbrances; and it is further

ORDERED that, subject to the terms and conditions of the Purchase Agreement, the Purchaser shall execute all instruments and documents and perform all of its obligations under the Purchase Agreement, including, without limitation, payment of the Purchase Price; and it is further

ORDERED that, pursuant to sections 105 and 363(f) of the Bankruptcy Code, upon the closing under the Purchase Agreement, which may occur only following FCC Regulatory Review and Approval being granted, the Rights and Interests in the Designated Licenses shall be transferred to the Purchaser free and clear of any and all Encumbrances, with such Encumbrances (other than those Encumbrances asserted by the DIP Lenders or the Replacement DIP Lenders and the FCC which are to be satisfied in full, (a) in the case of the FCC, upon FCC Regulatory Review and Approval being granted and payment by the Purchaser of the FCC Direct Payment, and (b) in the case of the DIP Lenders or the Replacement DIP Lenders, from the Sale proceeds), if any, to transfer and attach to the net proceeds obtained for the Designated Licenses with the same validity, priority and effect each such Encumbrance had upon the Designated Licenses immediately prior to the sale of the Rights and Interests, subject to further order of the Courts; and it is further

ORDERED that the Purchaser shall pay the FCC Direct Payment to the FCC upon closing of the Sale pursuant to the Purchase Agreement, with such payment to be free and clear of any liens, claims, encumbrances, rights or interests of the Debtors and other parties in interest; and it is further

ORDERED that in accordance with the Purchase Agreement, \$20 million (the "Indemnity Proceeds") will be used to fund the Indemnity Escrow Amount (as defined in the Purchase Agreement); and it is further

ORDERED that the Debtors are authorized to pay all amounts due under the debtor-in-possession credit facility (other than the conversion premium thereof) or under any replacement debtor-in-possession credit facility approved by the Bankruptcy Court (the "DIP Loan Repayment") out of the proceeds of the Sale; and it is further

Approval of the FCC Term Sheet and the Settlement and Limited Releases Therein

ORDERED that the FCC Term Sheet and all of the terms, conditions and transactions contemplated by the FCC Term Sheet, including without limitation the resolution of the FCC's claims with respect to the Designated Licenses and the grant of mutual, limited releases for claims to the extent (and only to the extent) that such claims relate to the Designated Licenses is hereby approved; and it is further

ORDERED that, pursuant to Bankruptcy Rule 9019, each of the Debtors is hereby authorized and directed (subject to applicable conditions precedent as detailed in the FCC Term Sheet) to perform under, consummate and implement the FCC Term Sheet, together with all additional instruments and documents that may be reasonably necessary or desirable to consummate the transactions contemplated by the FCC Term Sheet, and to take all further

actions as may be reasonably requested by the FCC or the DOJ for the purpose of consummating the transactions contemplated by the FCC Term Sheet; and it is further

ORDERED that upon entry of this Sale Order, the FCC shall undertake to review, in accordance with its normal process, any Request (as defined in the FCC Term Sheet) filed by the Debtor and/or the Winning Bidder (including but not limited to Requests related to the payment requirements of 47 C.F.R. §§ 1.2111 & 24.714) arising in connection with the sale and transfer of the Rights and Interests in the Designated Licenses, but neither this Sale Order nor the FCC Term Sheet is a guarantee that FCC Regulatory Review and Approval will result in the FCC approving any such Request; and it is further

ORDERED that subject to the provisions of second-following decretal paragraph below and the satisfaction of the terms and conditions of the FCC Term Sheet, upon the occurrence of the conditions set forth in Section 3(a) of the FCC Term Sheet, the Debtors, for themselves and on behalf of any party or person (including, without limitation, any past or present, direct or indirect, member, shareholder, owner, and affiliate thereof, and each officer, director, manager, partner, principal, agent, servant, employee, representative, advisor, attorney or creditor) claiming through them or by reason of any damage to the Debtors and/or damage resulting from affiliation or in connection with the Debtors (the "NextWave Claimants") and all creditors, equity and other interest holders (the "Other Claimants"), are hereby deemed to forever release, waive and discharge the FCC and/or the United States and each and every past and present, direct or indirect principal, agent, servant, staff, employee, representative, advisor and attorney of the FCC and/or the United States from any and all claims (including derivative claims), obligations, suits, judgments, liens, damages, demands, debts, rights, interests, causes of actions, liabilities, costs and expenses, of any kind, character or nature whatsoever, whether liquidated or

unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, now existing or which the NextWave Claimants or the Other Claimants believe to now exist, or hereafter arising in law, equity or otherwise (i) that are based in whole or in part on any act, omission, transaction, or other occurrence or circumstance existing or occurring prior to the closing of the Sale solely to the extent, and in the proportionate value related to the Designated Licenses; or (ii) which the NextWave Claimants or the Other Claimants could assert against the FCC with respect to the FCC Direct Payment on any basis; and it is further

ORDERED that subject to the provisions of the next following decretal paragraph below, and the satisfaction of the terms and conditions of the FCC Term Sheet, upon the occurrence of the conditions set forth in Section 3(b) of the FCC Term Sheet, the FCC and the United States and each and every past and present, direct or indirect principal, agent, servant, staff, employee, representative, advisor and attorney of the FCC and the United States are hereby deemed to release, acquit, and forever discharge the Debtors and each and every past and present, direct or indirect, member, shareholder, owner, and affiliate thereof, and each past and present, direct or indirect, officer, director, manager, partner, principal, agent, servant, employee, representative, advisor, creditor and attorney of the Debtors, from any and all claims, causes of action, suits, debts, liens, obligations, liabilities, demands, losses, costs and expenses of any kind, character or nature whatsoever, fixed or contingent, liquidated or unliquidated, matured or unmatured, known or unknown, foreseen or unforeseen, in law or equity or otherwise which the FCC and/or the United States may have or claim to have now or which may hereafter arise out of, (i) based in whole or in part on any act, commission, omission, transaction or other circumstances, existing or occurring prior to the closing of the Sale, solely to the extent related to the Designated Licenses, or (ii) which the FCC or the United States could assert against the NextWave Proceeds

or the Indemnity Proceeds on any basis, except with respect to federal taxes or enforcement of the criminal, environmental or antitrust laws of the United States, or any action by the FCC pursuant to its regulatory authority over the Debtors as FCC licensees, including without limitation its authority under the Communications Act and the FCC rules, regulations, policies and decisions, or with respect to any action or claim related to the Debtors' representations and warranties regarding provision of notice set forth hereinabove; and it is further

ORDERED that the mutual releases described herein to be granted by and to the Debtors or any of the Debtors' creditors, equity and other interest holders and the FCC and the United States in accordance with the FCC Term Sheet are limited to matters related to the Designated Licenses, the FCC Direct Payment, the Indemnity Proceeds and the NextWave Proceeds as herein provided. Neither the FCC, the United States nor the Debtors or any of the Debtors' creditors or equity and other interest holders is releasing any claim with respect to or on account of any matter related to any license or any actions or omissions with respect thereto, except to the extent any such claim is related to or on account of the Designated Licenses, provided that for claims not solely related to the Designated Licenses then such releases apply only in the proportion that relates to or is on account of the value of the Designated Licenses or the FCC Direct Payment (excluding the enforcement of federal laws and regulations set forth above); and it is further

ORDERED that entry of this Sale Order shall cause the FCC Term Sheet to be binding on all entities, subject to the conditions set forth in Section 8(b) of the FCC Term Sheet; and it is further

ORDERED that the FCC and the Debtors shall continue to negotiate in good faith the resolution of the nature, amount, and treatment of the remainder of the FCC's claims against the Debtors' estates and the Debtors' claims, if any, against the FCC; and it is further

Approval of Other Matters

ORDERED that Claims for payment of Microwave Relocation Liabilities shall be treated as administrative expenses in the Debtors' bankruptcy cases, entitled to priority of payment with other administrative expenses pursuant to section 503(b) of the Bankruptcy Code and shall be paid, to the extent and in the amount of the liability of the Debtors as determined by agreement of the Debtors or by Final Order of the Bankruptcy Court, pursuant to (x) the plan of reorganization of the Debtors as confirmed by Final Order of this Court or (y) at the Debtors' election, pursuant to Final Order of this Court; and it is further

ORDERED that from and after the closing of the Sale, the Debtors shall maintain an adequate reserve for payment of administrative expenses, including but not limited to Microwave Relocation Liabilities; and it is further

ORDERED that the Debtors, and each of them, and all parties in interest in the Debtors' bankruptcy cases shall have the right to object to any and all administrative expense claims, including but not limited to claims for payment of Microwave Relocation Liabilities; and it is further

ORDERED that, notwithstanding any provision of this Sale Order, upon (i) FCC Regulatory Review and Approval being granted, and (ii) the making of all payments (including the FCC Direct Payment) contemplated in the Purchase Agreement, (a) all Encumbrances or other interests in or against the Designated Licenses prior to the closing of the Sale shall be unconditionally released, discharged and terminated, (b) all of the Rights and Interests in the

Designated Licenses, free and clear of all Encumbrances, shall be conveyed to and vested in Purchaser, and (c) this paragraph is and shall be binding upon and govern the acts of all entities; and it is further

ORDERED that notwithstanding any other provision of this Sale Order, Purchaser shall not be required to close the transactions contemplated by the Purchase Agreement, including the making of the FCC Direct Payment (and, therefore, shall not be in breach of the Purchase Agreement), unless the closing conditions of Article VII of the Purchase Agreement, including without limitation Section 7.3, have been fully and completely satisfied in Purchaser's sole discretion; and it is further

ORDERED that pursuant to sections 105(a) and 363 of the Bankruptcy Code, all entities are hereby enjoined from taking any action against the Purchaser or the Purchaser's affiliates (as they existed immediately prior to the closing of the Sale and which shall include each of the Purchaser's members and their respective affiliates) to recover any claim which such entity has solely against the Debtors or the Debtors' affiliates (as they exist immediately following the closing of the Sale); and it is further

ORDERED that in the event that any entity (except for the FCC) that has filed financing statements or other instruments, documents or agreements evidencing Encumbrances on or interests in the Designated Licenses does not deliver to the Debtors prior to and in connection with the closing of the Sale, termination statements, instruments of satisfaction, releases of all Encumbrances or other interests that the entity has with respect to the Designated Licenses, in proper form for filing and executed by the appropriate entity, the Debtors or the Purchaser, upon completion of the Sale, are hereby authorized to execute and file such statements, instruments, releases and other documents on behalf of such entities with respect to the Designated Licenses,

consistent with the terms of this Sale Order, and shall have no liability for any act pursuant thereto; with respect to the FCC, but only after FCC Regulatory Review and Approval has been granted and payment by the Purchaser of the FCC Direct Payment, the FCC shall execute and file the UCC-3's and other necessary instruments or documents necessary to release any liens or security interests the FCC has in the Designated Licenses; and it is further

ORDERED that this Court retains jurisdiction (i) to enforce and implement the terms and provisions of the Purchase Agreement, all amendments thereto, any waivers and consents thereunder, and of each of the agreements executed in connection therewith, (ii) to compel delivery of the Rights and Interests in the Designated Licenses in accordance with the terms of the Purchase Agreement, the FCC Term Sheet and this Sale Order, (iii) to enforce and implement to the terms, conditions and provisions of the FCC Term Sheet, including without limitation the implementation and enforcement of the mutual limited releases provided for thereunder and approved by this Sale Order, (iv) to hear and determine claims and objections thereto for payment of Microwave Relocation Liabilities, (v) to compel delivery of the Purchase Price and the FCC Direct Payment in accordance with the Purchase Agreement and the FCC Term Sheet, (vi) to resolve any disputes, controversies or claims arising out of or relating to the Purchase Agreement and the FCC Term Sheet, and (vii) to interpret, implement and enforce the provisions of this Sale Order; and it is further

ORDERED that (a) the terms and provisions of the Purchase Agreement, subject to FCC Regulatory Review and Approval, (b) the FCC Term Sheet, and (c) the terms and provisions of this Sale Order, shall be binding in all respects upon the Debtors, their equity and other interest holders, their creditors and estates, the Purchaser, and each of their respective affiliates, successors and assigns, and any affected third parties, and all entities asserting a claim against or

interest in the Debtors' or their Affiliates' respective estates or any of the Rights and Interests in the Designated Licenses to be sold pursuant to the Purchase Agreement. The Purchase Agreement and the FCC Term Sheet and the transactions contemplated thereby shall be specifically performable or enforceable against, binding upon, and not subject to rejection by, any subsequently confirmed plan of reorganization or chapter 7 or chapter 11 trustee of the Debtors; and it is further

ORDERED that the Purchase Agreement, the FCC Term Sheet and any related agreements, documents or other instruments may be modified, amended or supplemented by the parties thereto in accordance with the terms thereof without further order of the Court, provided that any such modification, amendment or supplement is not material; and it is further

ORDERED that the transfer of the Designated Licenses to the Purchaser is not subject to taxation under any state or local law imposing a stamp, transfer or similar tax in accordance with sections 1146(c) and 105 of the Bankruptcy Code. Each and every federal, state and local government agency or department is hereby directed to receive any and all documents and instruments necessary and appropriate to consummate the sale and assignment of the Rights and Interests in the Designated Licenses to the Purchaser, all without imposition and payment of any stamp tax, transfer tax or similar tax, pursuant to section 1146(c) of the Bankruptcy Code; and it is further

ORDERED that nothing herein shall prescribe or constrain the FCC's exercise of its regulatory authority; and it is further

ORDERED that, this Sale Order shall (i) be effective, binding and enforceable immediately upon entry, and (ii) not be stayed pursuant to Bankruptcy Rule 6004(g).

Dated: _____, 2003

UNITED STATES BANKRUPTCY JUDGE